



3. In 2005, Tyler learned that the County was seeking proposals for a new computerized Property Tax System. On or about July 2005, Troy Fryman, Karen Hamlett and I began drafting a proposal to provide property tax software and support for the County (the "Proposal").

4. On or about August 9, 2005, Tyler submitted the Proposal to the County.

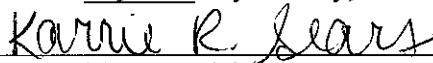
5. On or about October 2005 the County accepted Tyler's Proposal.

6. In January 2006, Tyler presented the County a form implementation services agreement, "Agreement for Software and Professional Services Between Tyler Technologies, Inc./CLT Division and Jefferson County, Missouri" (the "Agreement"). Article 13 of the Agreement, "Consent to Jurisdiction, Venue and Service" ("Article 13"), is a standard provision that was drafted by Tyler and has been included in each of the CLT Division's contracts since 2005. Throughout January 2006, the parties negotiated various terms that were to be included in the Agreement. Article 13 was not specifically negotiated by the parties. Neither Tyler nor the County negotiated or bargained for any of the language included in Article 13. The Agreement was executed on January 31, 2006.

**FURTHER, AFFIANT SAYETH NOT."**

  
\_\_\_\_\_  
John R. Baker

SUBSCRIBED AND SWORN to before me this 12 day of May, 2009.

  
\_\_\_\_\_  
Notary Public in and for the  
State of Ohio

My Commission Expires: **KARRIE R. SEARS, Notary Public  
In and for the State of Ohio  
My Commission Expires Nov. 30, 2013**